

**MUTUAL AID AGREEMENT**  
**For**  
**FIRE PROTECTION AND RESCUE SERVICES**  
**Between the**  
**MONROE COUNTY FIRE RESCUE DEPARTMENT**  
**AN AGENCY of MONROE COUNTY**  
**AND**  
**KEY LARGO FIRE RESCUE AND**  
**EMERGENCY MEDICAL SERVICES DISTRICT**  
**AND**  
**KEY LARGO VOLUNTEER AMBULANCE CORPS.**  
**AND**  
**KEY LARGO VOLUNTEER FIRE DEPARTMENT, INC.**

**THIS AGREEMENT** is by and between MONROE COUNTY FIRE RESCUE DEPARTMENT an agency of Monroe County, a political subdivision existing under the laws of the State of Florida (hereinafter referred to as “the County”), KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DISTRICT (hereinafter referred to as “the District”), KEY LARGO VOLUNTEER AMBULANCE CORPS., and KEY LARGO VOLUNTEER FIRE DEPARTMENT, INC.

**WITNESSETH**

**WHEREAS**, the District and the County have established and maintain Fire Departments with firefighting equipment, emergency medical equipment and firefighting personnel; and

**WHEREAS**, the boundaries of the County and the District are adjacent, and

**WHEREAS**, the parties deem it desirable that an agreement be entered into for their mutual benefit in times of emergency or disaster too great to be dealt with unassisted.

**NOW, THEREFORE**, it is agreed by and between the parties hereto that each shall assist the other under the following stipulations, provisions and conditions:

**1. DEFINITIONS:**

For the purpose of this Agreement, the following definitions shall apply.

A. *Mutual Aid*: Mutual Aid is defined as a catastrophic event, manmade or natural, that because of the magnitude of the event, poses a hardship on the ability of the jurisdiction having authority to respond with adequate services, (e.g.: hurricanes, tornadoes, large structural fires, mass casualty incidents.) Mutual Aid shall not include ordinary events for which the responsible jurisdiction has determined it will not obtain adequate equipment and/or support.

B. *Requesting Party*: The Requesting Party is the jurisdiction having the authority and

responsibility to respond to the disaster for which Mutual Aid is being sought.

*C. Responding Party:* The Responding Party is the jurisdiction being contacted by the Requesting Party to provide Mutual Aid assistance.

## **2. MUTUAL AID ASSISTANCE**

Mutual Aid assistance shall be requested by the Fire Chief of the Requesting Party or his designee, to the Fire Chief of the Responding Party or his designee. The request shall be initiated through the Monroe County Fire Department dispatch office.

If available, equipment shall be dispatched as requested by the Requesting Party. The number of such pieces and the amount of personnel dispatched shall be at the sole discretion of the Responding Party.

Notwithstanding any provision of this Agreement to the contrary, the Fire Department of any signatories may decline to provide assistance if by doing so, their own jurisdiction would not be afforded adequate coverage. Each department shall advise the other immediately if such a condition exists.

## **3. LIABILITY/INDEMNIFICATION**

The County, the District, Key Largo Volunteer Ambulance Corps., and Key Largo Volunteer Fire Department, Inc. do not assume any liability for the acts, omissions or negligence of the other. Each shall indemnify and hold the other harmless from all claims, damages, losses and expenses (including attorney fees) arising out of or resulting from the negligent performance of their respective operations under this Agreement. This provision shall not be construed as a waiver of sovereign immunity. To the extent any claim is asserted in excess of the limits established by the waiver of sovereign immunity under Florida law, this provision will become null and void and shall be severed from the remainder of this Agreement.

## **4. REIMBURSEMENT**

No party to this Agreement will receive payment or be reimbursed by any other party for any expenses or the like incurred in connection with services provided under this Agreement. Nothing herein prevents any party from receiving reimbursements from FEMA or any other state or federal reimbursement programs.

## **5. TERM**

This Agreement shall be effective on the date of execution hereof and remain in effect until terminated by any party or superseded by a new Agreement. This Agreement may be cancelled by any party after providing a minimum of thirty (30) days written notice of intent to cancel said Agreement.

## 6. MISCELLANEOUS

(a) **Officer in Charge, Service Standard** - While providing Mutual Aid in the area where the emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations for the Requesting Party. The Requesting Party shall utilize National Fire Protection Standard 1500 to ensure that the Incident Command System, the Personnel Accountability System and the 2-in/2-out standards are adhered to. Failure to comply with this service standard shall be a breach of this Agreement.

(b) **Application of Agreement** - This Agreement shall apply only to emergencies existing within the areas of protection of the County and the District.

(c) **Conflict Resolution** - Any disputes arising from this Agreement shall be resolved by the County Fire Chief, the District's authorized representative, the Key Largo Volunteer Fire Department, Inc. Fire Chief, or the Key Largo Volunteer Ambulance Corps.' authorized representative, or their duly authorized representatives.

## 7. EFFECTIVE DATE

This Agreement shall take effect immediately upon adoption.

For the County:

James K. Callahan, Fire Chief  
MONROE COUNTY FIRE RESCUE  
DEPARTMENT  
490 63rd St.  
Marathon, FL 33050  
Telephone: (305) 289-6088  
Facsimile: (305) 289-6336

With a copy to:

Kathy Peters, County Attorney  
MONROE COUNTY FIRE RESCUE  
DEPARTMENT  
1111 12th Street, Suite 408  
Key West, Florida 33040  
Telephone: (305) 292-3470  
Facsimile: (305) 292-3516

For the District:

Bob Thomas, Chair  
P.O. Box 1023  
Key Largo, FL 33037  
Telephone: (305) 451-5517  
Facsimile:

For the Key Largo Volunteer  
Fire Department, Inc.:

Don Bock, Fire Chief  
1 East Drive  
Station 24  
Key Largo, Florida 33037  
Telephone: (305) 451-2700  
Facsimile: (305) 451-4699

For the Key Largo Volunteer  
Ambulance Corps.:

Ronnie Fell, President  
98600 Overseas Highway  
Key Largo, Florida 33037  
Telephone: (305) 451-2766  
Facsimile: (305) 451-1562

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2014.

MONROE COUNTY  
FIRE RESCUE DEPARTMENT

KEY LARGO FIRE RESCUE AND  
EMERGENCY MEDICAL SERVICES  
DISTRICT

\_\_\_\_\_  
James K. Callahan, Fire Chief

\_\_\_\_\_  
Bob Thomas, Chair

KEY LARGO VOLUNTEER  
AMBULANCE CORPS.

KEY LARGO VOLUNTEER FIRE  
DEPARTMENT, INC.

\_\_\_\_\_  
Ronnie Fell, President

\_\_\_\_\_  
Don Bock, Fire Chief

ATTEST:

ATTEST:

\_\_\_\_\_  
Amy Heavlin, County Clerk

\_\_\_\_\_  
Vicky Fay, District Clerk

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF  
ONLY:

\_\_\_\_\_  
Bob Shillinger, County Attorney